

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**ENTERED**

August 06, 2021

Nathan Ochsner, Clerk

**U.S. BANK NATIONAL ASSOCIATION  
AS TRUSTEE FOR MASTR ASSET  
BACKED SECURITIES TRUST 2006-  
WMC4 MORTGAGE PASS-THROUGH  
CERTIFICATES SERIES 2006-WMC4,**

**Plaintiff,**

**V.**

**MARSHALL HENDERSON AS  
INDEPENDENT EXECUTOR OF THE  
ESTATE OF ZARDOZ SALLAM,  
DECEASED, AND ANKUS, L.L.C.,**

### Defendants.

**WAVELENGTH**

**Civil Action No. 4:20-cv-2062**

## ORDER GRANTING FINAL JUDGMENT

**CAME ON TO BE CONSIDERED** the *Unopposed Motion for Entry of Final Judgment* (“the Motion”) filed by Plaintiff U.S. Bank National Association as Trustee for MASTR Asset Backed Securities Trust 2006-WMC4 Mortgage Pass-Through Certificates Series 2006-WMC4 (“Plaintiff” or “U.S. Bank”) in this cause. Having considered the Motion, the Court determines that the Motion bears merit and should be granted in its entirety.

It is therefore **ORDERED, ADJUDGED AND DECREED** that Plaintiff's Motion is granted. It is further,

**ORDERED, ADJUDGED AND DECREED** that Defendant Ankus, L.L.C.'s affirmative defenses are stricken. It is further,

**ORDERED, ADJUDGED AND DECREED** that an event of default has occurred on that certain *Texas Home Equity Note*, executed on or about April 13, 2006 by Zardoz Sallam

("Sallam"), and payable in the amount of \$192,000.00 to WMC Mortgage Corp. (hereinafter "Note"). It is further,

**ORDERED, ADJUDGED AND DECREED** that U.S. Bank is the holder and owner of the Note. It is further,

**ORDERED, ADJUDGED AND DECREED** that that certain *Texas Home Equity Security Instrument*, dated April 13, 2006, signed Sallam and recorded as Document No. X852415 in the real property records of Harris County, Texas (hereafter "Security Instrument"), provides Plaintiff, as the mortgagee of the Security Instrument with a first lien security interest on that certain real property commonly known as 1921 Stoney Brook Drive, Houston, Texas 77063, and more particularly described as follows:

CONDOMINIUM UNIT NUMBER 1921, IN BUILDING 5, AND THE SPACE ENCOMPASSED THE BOUNDARIES THEREOF, THE LIMITED COMMON ELEMENTS APPURTENANT THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS LOCATED IN AND BEING A PART OF WOODWAY VILLAGE TOWNHOMES, A CONDOMINIUM PROJECT IN THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS, AS FULLY DESCRIBED IN AND AS LOCATED, DELINEATED AND AS DEFINED IN THE CONDOMINIUM BY-LAWS AND EXHIBITS ATTACHED THERETO, RECORDED IN VOLUME 14, PAGE 104 OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS. (the "Property")

It is further,

**ORDERED, ADJUDGED and DECREED** that Defendant Ankus, L.L.C.'s ownership interest in the Property is subordinate to Plaintiff's security interest in the Property. It is further;

**ORDERED, ADJUDGED AND DECREED** that the following are secured by the Security Instrument on the Property: the outstanding balance of the Note, which was at least \$466,797.60 as of May 27, 2021, plus all contractual interest, escrow advances, fees, costs and other items in the Loan Agreement that are recoverable and have accrued since that date;

prejudgment interest; post-judgment interest; and costs of court. It is further,

**ORDERED, ADJUDGED AND DECREED** that due to event of default on the Note, Plaintiff, or its successors or assigns, may enforce its security interest against the Property through non-judicial foreclosure of the Property as provided in the Security Instrument and section 51.002 of the Texas Property Code. It is further,

**ORDERED, ADJUDGED AND DECREED** that the purchaser at the foreclosure sale authorized by this order will be vested with full ownership in the Property including all interest held by any of the Defendants in this case. It is further,

**ORDERED, ADJUDGED AND DECREED** that Plaintiff may further communicate with the Defendant and all third parties reasonably necessary to conduct the foreclosure sale. It is further,

**ORDERED, ADJUDGED AND DECREED** that all foreclosure notices may be mailed to the subject property at 1921 Stoney Brook Drive, Houston, Texas 77063. It is further,

**ORDERED, ADJUDGED AND DECREED** that Plaintiff is awarded attorney's fees and costs *in rem*, not as a personal obligation, to be collected through the foreclosure of the Property. Such amount of attorneys' fees is to be determined by subsequent motion practice. It is further,

**ORDERED, ADJUDGED, AND DECREED** that any relief not specifically granted in this Judgment is **DENIED** and any parties not otherwise disposed of are **DISMISSED**.

SIGNED this the 5<sup>th</sup> day of August, 2021.

  
U.S. DISTRICT JUDGE